



A PROFESSIONAL CORPORATION

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February 28, 2012

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VIA ECFS AND EMAIL

Mr. Steven A. Broeckaert
Senior Deputy Chief, Policy Division
Media Bureau
Federal Communications Commission
445 Twelfth Street S.W.
Washington, D.C. 20554

Re: MB Docket Nos. 12-35 and CSR No. 8585-C
In the Matter of Bailey Cable TV Inc.
Enforcement Complaint Concerning
WVLA-TV, Baton Rouge, Louisiana

Dear Mr. Broeckaert:

On behalf of Knight Broadcasting of Baton Rouge License Corp., the FCC licensee of WVLA-TV (collectively, "White Knight"), Baton Rouge, Louisiana, we hereby submit White Knight's response to Mr. Broeckaert's February 24, 2012 email request to update the record in the above-reference proceeding to provide (1) the date that White Knight and Bailey Cable TV, Inc. ("Bailey") entered into a retransmission agreement and (2) an indication of whether Bailey is retransmitting WVLA-TV consistent with the terms of that agreement.

On February 3, 2012, White Knight and Bailey signed an agreement extending the term of the parties' retransmission consent agreement. Between January 1, 2012 and February 3, however, Bailey had been retransmitting WVLA-TV without consent.

In reviewing White Knight's records to prepare this response, White Knight discovered that Bailey is in default under the parties' retransmission agreement. Specifically, since October 2011, Bailey has not paid any retransmission fees as obligated under the agreement. Accordingly, on February 28, 2012, White Knight sent Bailey the attached letter notifying it that it is in material

breach of the parties' retransmission agreement and providing Bailey with thirty days (until March 29, 2012) to come into compliance. If Bailey does not cure its material breach, White Knight will terminate the agreement effective March 29, 2012.

If you have any questions about the attached response, please contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stuart Shorenstein", written in a cursive style.

Stuart Shorenstein

cc: Mr. David A. Bailey (jbailey595@comcast.net)

ATTACHMENT A

Letter Dated February 28, 2012

February 28, 2012

VIA FACSIMILE TO: 601-437-6860

David A. Bailey
Bailey Cable TV, Inc.

Re: Notice of Material Breach and Termination
Retransmission Consent Agreement

Dear Mr. Bailey:

As you know, White Knight Broadcasting Inc., ("Broadcaster") is the owner and operator of Television Station WVLA (the "Station"). Broadcaster and Bailey Cable TV, Inc., ("Operator") are parties to a Retransmission Consent Agreement dated as of December 10, 2008, and as amended on February 3rd, 2012, (the "Agreement"), which, among other things, provides Operator with the right to retransmit the Station's Broadcast Signal to its customers. By this letter, Broadcaster provides written notice of Operator's material breach of critical provisions in the Agreement as well as Broadcaster's exercise of its right to terminate the Agreement. Capitalized terms used but not defined in this letter shall have the meanings given to such terms in the Agreement.

Section 6 of the Agreement obligates Operator to pay Broadcaster a monthly Rights Fee within thirty days after the end of each calendar month for each Subscriber to whom any System delivered any one or more Broadcast Signals of the Station during the preceding calendar month. In addition, that payment must include a monthly statement, certified by an officer of your company, accurately identifying the number of Subscribers. Despite these express requirements, we have not received the Rights Fee or Subscriber reports for the following months: October 2011-December 31, 2011.

We hereby notify Operator that its failure to deliver these payments and reports constitutes a material breach of Section 6 of the Agreement. We also hereby exercise our right to terminate the Agreement. The Agreement therefore shall terminate as of March 29th unless all defaults are fully cured within 30 days of this notice. Thereafter, any retransmission in the absence of our written consent would violate communications laws and void Operator's ability to invoke the cable copyright license for any programming included in the Broadcast Signal. See, e.g., 17 USC § 111 and 47 USC § 325(b).

This letter shall not constitute a waiver by Broadcaster of any of its rights and remedies under the Agreement, at law, in equity, or otherwise, each of which is expressly reserved. We look forward to your immediate response to this notice.

Very truly yours,

A handwritten signature in black ink, appearing to read "Duane Lammers", with a long horizontal flourish extending to the right.

Duane Lammers
Consultant